

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 55	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA260-14-Q-0340	
6. SOLICITATION ISSUE DATE 05-23-2014		7. FOR SOLICITATION INFORMATION CALL: a. NAME Paul Richardson		b. TELEPHONE NO. (No Collect Calls) 208-429-2016		8. OFFER DUE DATE/LOCAL TIME 06-13-2014 1100	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 20 960 Broadway Ave, Suite 460 Boise ID 83706				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 621498 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$19 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				15. DELIVER TO Department of Veterans Affairs Portland VA Medical Center 3710 SW US Veterans Hospital RD Portland OR 97239			
16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 20 960 Broadway Ave, Suite 460 Boise ID 83706				17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: 512-460-5544 FAX: 512-460-5544				19. TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____			
20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY			
22. UNIT				23. UNIT PRICE			
24. AMOUNT				25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page			
26. TOTAL AWARD AMOUNT (For Govt. Use Only)				27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			
29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:				30a. SIGNATURE OF OFFEROR/CONTRACTOR			
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Mark A. Erickson Contracting Officer				31c. DATE SIGNED			

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00260

Department of Veterans Affairs
Network Contracting Office 20
960 Broadway Ave, Suite 460
Boise ID 83706

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

- ☒ 52.232-34, Payment by Electronic Funds Transfer -Other than Central Contractor Registration, or
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
b. Semi-Annually ☐
c. Other [Monthly]

3.1. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Invoicing shall be in accordance with the requirements of The Department of Veterans Affairs (VA) Financial Services Center (VAFSC). The latest information shall be used for invoicing and payments and may change during the Period of Performance of this acquisition. Invoice requirements are currently as follows: Invoice Number, Invoice Date, Purchase Order Number, Unit Price, Quantity and Unit of Measure, Total Invoice Price, Ship-To Location Name and/or code, Receipt of Goods/ Services, Invoice Payment Terms.

Current Invoicing information is located at <http://www.fsc.va.gov/einvoice.asp>. It states:

3.2. FSC Mandatory Electronic Invoice Submission: The Department of Veterans Affairs published a final rule in the Federal Register on November 27, 2012 to require contractors to submit payment requests in electronic form in order to enhance customer service, departmental productivity, and adoption of innovative information technology, including the appropriate use of commercial best practices. The rule is effective December 27, 2012.

3.3. Vendor Electronic Invoice Submission Methods: Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods below:

3.4. VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, OB10, to transition vendors from paper to electronic invoice submission. Please see OB10 contact information below to begin submitting electronic invoices, free of charge.

3.5. A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI).

The X12 EDI Web site (<http://www.x12.org>).

3.6. Vendor e-Invoice Set-Up Information: Please contact OB10 at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or OB10, please contact the FSC at the phone number or email address listed below:

- a. OB10 e-Invoice Setup Information: 1-877-489-6135;
- b. OB10 e-Invoice email: VA.Registration@ob10.com;
- c. FSC e-Invoice Contact Information: 1-877-353-9791; and
- d. FSC e-invoice email: vafscshd@va.gov .

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

B.2 PERFORMANCE WORK STATEMENT

INTRAOPERATIVE NEUROPHYSIOLOGIC MONITORING SERVICES

For the

PORTLAND VA MEDICAL CENTER

1.0 INTRODUCTION: The Portland Oregon VA Healthcare System (PVAHS) requires the services of Intraoperative Neurophysiologic Monitoring at the following location: Portland VA Medical Center (PVAMC). Intraoperative Services, readings, and interpretations shall be provided by The Contractor on-site in the PVAMC' Operating Room complex. The Contractor shall have a sufficient number of fully trained staff to ensure that qualified individuals provide services on a regular basis as specified herein.

2.0 SCOPE OF WORK:

2.1. Intraoperative Neurophysiologic Monitoring will be assigned to the PVAHS as required. Most cases will be scheduled during normal working hours (7a.m. through 5 p.m.), the PVAMC may request emergency procedure monitoring outside of the normal tour. Contractor shall respond to an emergency procedure within 30 minutes for life/organ threatening situations and 2 hours for non-life/organ threatening situations. Service hours after 5 p.m., weekends, and holidays can be billed at the overtime rate per hour.

2.2 Notification for a procedure cancellation will be given at least 24 hours prior.

2.3 Cancellation by the contractor within 24 hours will result in a fee of \$225.00 to be adjusted on the contractor's bill.

2.3. Location of Services: Under this requirement, the Contractor shall initially provide at a minimum three providers with at least two years of experience at the following locations:

Portland VA Healthcare System (PVAHS)
3710 SW US Veterans Hospital Road
Portland, OR 97239

2.4. Additional requirements for these Physician services may be requested during the performance period of this task order at any of Portland Oregon VA Healthcare System (PVAHS).

2.5. The Contractor shall provide Clinical Neurophysiologists to provide electrophysiological (EP) monitoring of patients undergoing spinal surgery at the PVAMC. EP monitoring includes, standard lower and upper limb somatosensory evoked potential (SSEP), motor evoked potential (MEP) electromyography (EMG) and brainstem evoked potential (BSEP) for medically indicated neurosurgical cases, such as cervical and lumbar spinal stenosis, cervical myelopathy, and cervical and lumbar disc herniations associated with radiculopathy.

2.6. The contractor shall provide Clinical Neurophysiologists to provide on-site electrodiagnostic monitoring and interpretation for patients undergoing spinal surgery at the PVAMC. This service will begin when the administration of anesthesia commences and continue until the end of the case

- 2.7. The Clinical Neurophysiologist will provide on-site intra-operative electrodiagnosis during the entire monitored neurosurgical procedure.
- 2.8. The contractor shall communicate results of monitoring to neurosurgeons, anesthesiologists and other appropriate members of the surgical team in the operating room.
- 2.9. The contractor shall communicate results of monitoring to neurosurgeons, anesthesiologists and other appropriate members of the surgical team in the operating room.
- 2.10. The contractor shall communicate and consult with neurosurgeons regarding IONM results of the surgical procedure.
- 2.11. Apply electrodes to the patient as needed for monitoring requested modalities and remove electrodes at the end of the procedure.
- 2.12. If applicable, assist the surgical team in explaining intraoperative monitoring to the patient pre-operatively.
- 2.13. Provide a Neurophysiologist to perform continuous professional oversight of the electrophysiological monitoring of patients undergoing surgery and to provide real time interpretation of the EP recordings and continuous electro-diagnostic monitoring feedback about the patient's condition to the neurosurgeon in the OR.
- 2.14. These services should include intra-operative pre- and post-procedure testing where requested, as well as the continuous monitoring and basic interpretation of SSEP, MEP, EMG and/or BSEP in the OR during the neurosurgical procedure. During the surgical Time Out, the contractor announces his presence to the circulating nurse to enter into the surgical record.
- 2.15. Complications/incidents incurred during the administration of this contract will be reported within 24 hours of discovery to the COR and/or clinical designee and the Contractor will provide PVAMC with a complete copy of the medical records for review. This copy is to occur as close to the time of the adverse event as is practicable but NLT 48 hours.
- 2.16. The Contractor shall acquire, maintain and provide in good working order the dedicated equipment, technology and software required for the Clinical Neurophysiologist and Surgeon to provide Monitoring Services. The costs of repair and/or replacement of such equipment, technology or software will be the sole responsibility of the Contractor. The Contractor agrees to abide by PVAMC's policies and procedures regarding the maintenance, use and safety of any clinical equipment utilized by Neurophysiologist on-site at PVAMC
- 2.17. Any equipment that the vendor brings onto VA property for the purposes of this contract will need to undergo a safety inspection prior to being put into service. PVAMC Biomed will need to be contacted at least 24 hours in advance to arrange inspection. Please contact at 503-220-8262 / 55080.
- 2.18. The Contractor agrees to provide disposable routine supplies required for the Monitoring Services and will also provide specialized supplies if requested by VAPSHCS. The Contractor makes no warranty whatsoever, whether express or implied, as to the condition, fitness for use or merchantability of any disposable supplies provided under this Agreement. The parties hereby expressly agree that the only warranty of any kind applicable to said disposable supplies is that of the manufacturer.
- 2.19. Utilities PVAMC shall be provided at no cost to the Contractor, also all utilities and other services, including laundry, linen, janitorial services, and computer networking assistance, at PVAMC as shall be reasonably necessary for the Contractor to perform the Monitoring Services.

3.0. PROVIDER QUALIFICATIONS:

3.1. The Contractor shall provide resumes and the required certification / education for all providers to ensure they fulfill the following minimum requirements:

- a. Be board certified and duly licensed in the US state, territory or US commonwealth;
- b. Have at least two years' experience providing Intraoperative Neuromonitoring Services. Twelve months experience must have occurred within the last thirty six months;
- c. Speak, read and write English proficiently;
- d. Provide evidence of demonstrated current clinical competence to perform appropriate services;
- e. Be a US citizen;
- f. Provide evidence of current professional liability insurance;
- g. Providers will need to be VetPro Certified;

Note: If additional technicians are required for any locations referenced in paragraphs 2.4 above, the Contractor shall also provide documentation listed prior to commencement of services.

3.2. Providers assigned by the Contractor to perform the services stated in this Performance Work Statement (PWS) shall be able to be credentialed and receive privileges by the Oregon VA Healthcare System.

4.0. GENERAL REQUIREMENTS:

4.1. The services to be performed by the Contractor shall be performed in accordance with VA policies and procedures and the regulations of the Medical Staff Bylaws of the Oregon VA Healthcare System.

4.2. The services to be performed by the Contractor will be under the direction of the PVAMC Chief of Neurosurgery (or delegate), at each facility where services are provided within the Oregon VA Healthcare System.

4.3. The Contractor's employees must be present at the VA facility when the services are required and must be performing the required services identified in the Performance Work Statement (PWS), or the cost will be decreased accordingly during each billing cycle. The payments for holiday time (for work performed in the case of an emergency) and for any leave, including sick leave or vacation time, are the responsibility of the Contractor.

4.4. The Contractor shall be required to use the hospital computer system, to include but not limited to checking electronic reports as required for accuracy and completeness. It is the responsibility of Contractor personnel to ensure that all CPRS (Computerized Patient Record System) entries are signed off before leaving the facility.

4.5. The parties agree that providers of said services shall not be considered VA employees for any purpose, and shall be considered employees of the Contractor.

4.6. The Contractor shall be responsible for protecting the personnel furnishing services under this contract. To carry out this responsibility, the Contractor shall provide the following for those personnel:

- a. Worker's compensation;
- b. Professional liability insurance;
- c. Health examinations;
- d. Income tax withholding; and
- e. Social security payments.

4.7. The services covered by this contract shall be furnished by the Contractor during work hours as defined herein. The Contractor may be required to work outside of regular hours as directed by the Contracting Officer or Contracting Officers Representative.

4.8. The following terms have the stated meanings:

4.8.1. Business Hours: 7:00 AM – 5:00 PM.

4.8.2. Work Schedule: 7:00 AM – 5:00 PM.

4.8.3. Work days and work hours are subject to change based on the need of the facility and need of the veterans being served.

4.8.4. National holidays: The ten holidays observed by the federal government are:

New Year's Day

Martin Luther King, JR's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Plus any other day specifically declared by the President of the United States to be a federal holiday.

4.9. A record keeping system, maintained by the Chief of Staff, will verify services rendered or designee, who assures the VA, pays for only those services actually requested.

4.10. The Government will evaluate the quality of professional and administrative services provided, but retain no control over the medical, professional aspects of services rendered (e.g., professional judgments, diagnosis for specific medical treatment). Focused Provider Practice Evaluation (FPPE), Ongoing Provider Practice Evaluation (OPPE), and other monitoring reported to the cognizant facility Medical Executive Board as defined by the Rules and Bylaws of the Medical Staff; clinical performance measures and clinical reminder completion as monitored at the service level and reported to the COR by exception (i.e., failure to meet); and workload monitoring via review of schedules and the Primary Care Management Module (PCMM) panel management reports. The method by which services will be evaluated is described in the Quality Assurance Surveillance Plan (QASP) in section D.1, below.

4.11. Placement Fees: If a contractor decides to apply for and is offered a VA civil servant position, the contractor physician will finish the current commitment (e.g., 12 month assignment) under this contract. The VA will not pay recruitment placement fees to the contractor.

APPENDIX A - SPECIAL CONTRACT REQUIREMENTS

1.0. INTRODUCTION: Under the authority of Public Law 104-262 and 38 USC 8153, the Contractor agrees to provide Health Care Resources in accordance with the terms and conditions stated herein, to furnish to the Portland VA Healthcare System, the services and prices specified in the Performance Work Schedule of this contract. This is an open market solicitation / contract for commercial healthcare services. Award will be made for non-personal health care services, as defined in FAR 37.01, under which the Contractor is an independent contractor, may be awarded from this Solicitation. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered (e.g., professional judgments, and/or diagnosis for specific treatment).

North American Industry Classification System (NAICS) Code 621498 applies to this acquisition. See FAR clause titled 52.212-1 Instructions to Offerors- Commercial Items.

2.0. SERVICES:

2.1. The services specified in the Special Contract Requirements and the Price/Cost Schedule, may be changed by written modifications in accordance with FAR Part 43.103, Types of Contract modifications.

2.2. The services to be performed by the Contractor at their facilities will be performed in accordance with the Contractor's policies and procedures and the regulations of the medical staff by laws.

3.0. TERM OF CONTRACT: This contract is effective for an initial period of twelve (12) months with the option for four (4) options years that may be exercised by the VA. The contract is subject to the availability of funds. The VA will assign no new cases after September 30 of any year until the Contracting Officer exercises the renewal option and provides documentation of approved funding.

4.0. QUALIFICATIONS: Personnel assigned by the Contractor to perform the services covered by this contract shall be qualified in accordance with section 3.0, Provider Qualifications, of the Performance Work Statement.

5.0. CONTRACT PERFORMANCE MONITORING: The Portland VA Healthcare System Contracting Officer's Representative (COR) appointed by the Contracting Officer (CO) will be the Government official responsible for monitoring Contractor compliance under this contract. After contract award, any incidents of Contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

6.0. COMPLIANCE WITH VETS-100 REPORTING REQUIREMENTS: In accordance with Public Law 105-359, section 1354 (enacted November 30, 1998); awards will not be made under this solicitation unless the Contracting Officer is able to confirm that the offeror is registered with the Department of Labor, VETS-100 certification and has complied with requirements to file a VETS-100 report for the preceding fiscal year under Title 38 Section 4212(d). The contracting officer may require the offeror to furnish evidence of filing. For questions and information on filing VETS-100 reports, contact the VETS-100 Processing Center at (703) 461-2460. NOTICE – Federal Acquisition Clause 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era is incorporated by reference in this contract. Public Law (P.L.) 105-339, Section 1354 provides that no agency may enter into a contract with a Contractor who has not filed a VETS-100 report for the preceding year under Title 38 Section 4212(d). A contract can be placed with that Contractor as soon as the report required by Section 4212(d) for the fiscal year concern is filed with the Department of Labor. P.L. 105-339 also increased the threshold of covered contracts and subcontracts from \$10,000 to \$25,000. You are therefore strongly urged to complete this report as soon as possible to avoid delays in the contract award process. This can be done "on-line" at www.vets100.cudenver.edu/

7.0. CONTRACT MODIFICATIONS: The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes that will affect price, quantity, or quality of performance of this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in contract price to cover any increase in prices incurred as a result thereof. The Contractor must obtain authorization from the Contracting Officer for any services required outside the scope of work provided herein.

8.0. MEDICAL RECORDS:

8.1. Medical records and other patient information shall be provided pursuant to VA policy and standards which are designed to protect the confidentiality of the patient's medical records in accordance with applicable state and federal laws and recognized standards of professional practice. It will be the responsibility of the Portland VA Healthcare System to obtain and provide evidence of patient's written authorization prior to release of patient information to non VA personnel working on behalf of the Contractor.

8.2. When the patient is released from inpatient care, Contractor shall provide the VA with copies of all inpatient records, upon request and in compliance with Contractor's policies and procedures related to release of information.

9.0. PAYMENT:

9.1. The Contractor shall provide monthly invoices in arrears that reference the task order number and the IFCAP PO number, the Contract Line Item Number(s) (CLIN), unit of issue, unit price and total amount.

9.2. The VA agrees to reimburse the Contractor according to the terms of the contract for services performed under this contract.

9.3. Sums due to the Contractor will be paid within 30 days of receipt of a properly prepared claim submitted by the Contractor.

9.4. Claims submitted by the Contractor to the VA for services rendered a VA beneficiary under the terms of this Contract shall be in full. Neither the beneficiary, his/her insurer or any other third party shall be billed by the Contractor. This provision shall survive the termination or completion of this Contract.

9.5. Refer to Title 42 Code of Federal Regulations (CFR) Sections 412.4, 415.170, 415.172, 415.178, 415.180 and 415.190 as conditions of payment.

10.0. HIPAA COMPLIANCE: In accordance with 45 C.F.R. Parts 160, 162 and 164 (Health Insurance Portability and Accountability Act) and 38 U.S.C. 5701, 38 U.S.C. 5705, 38 U.S.C. 7332, 5 U.S.C. 552a (Privacy Act), the Parties agree to hold all individually identifiable health information as that term is defined in the Health Insurance Portability and Accountability Act and regulations promulgated there-under (collectively, "HIPAA") shared with, transferred or transmitted to, or otherwise obtained by the Contractor on or from or on behalf of the VA in the course of the Contractor providing the services under this Contract ("Protected Health Information") strictly confidential, and provide protections to prevent the unauthorized disclosure of such information, including, but not limited to the protection required by applicable federal, VA, state and local laws, policies and/or regulations regarding the security and the confidentiality of patient health care information including, but not limited to, HIPAA. Specifically, the Contractor agrees as follows:

- a. To maintain safeguards as necessary to ensure that the Protected Health Information is not used or disclosed except as required to perform its obligations under the Contract, as expressly permitted herein or as required or permitted by law;
- b. To ensure that any sub-Contractors or agents to whom it provides Protected Health Information agree to the same restrictions and conditions that apply with respect to such information;
- c. To make available its internal practices, books and records relating to the use and disclosure of Protected Health Information to the Department of Health and Human Services or its agents as required by HIPAA;
- d. To incorporate any amendments or corrections to Protected Health Information when notified by the VA that the information is inaccurate or incomplete;
- e. To, at termination of this Contract and as feasible, return or destroy all Protected Health Information that it still maintains or archive to meet the Contractor's legal obligations related to retention of records;
- f. To ensure that, as to any Protected Health Information held by the Contractor, the Contractor policies are in place to allow access to that Protected Health Information by the subject of that information as required by HIPAA;
- g. To report to the VA any use or disclosure of Protected Health Information which is not allowed under the terms of the Contract. If at any time after the effective date of this Agreement it is determined that either party is in breach of this Section, the other party, in its sole discretion, may immediately terminate this Contract.

11.0. **BAA** The VA has recognized the Contractor as an entity that does not require a Business Associate Agreement (BAA) with their Contractors as long as they are conducting health care on VA's behalf. Hospital based healthcare services qualifies as a medical service. Therefore, no BAA is required.

APPENDIX B - VA INFORMATION AND INFORMATION SYSTEM SECURITY/ PRIVACY

1.0. GENERAL: Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

2.0. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS:

2.1. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

2.2. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

2.3. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

2.4. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

2.5. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

3.0. VA INFORMATION CUSTODIAL LANGUAGE:

3.1. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

3.2. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media

sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

3.3. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

3.4. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

3.5. The following statement on all fax cover sheets be included: *This fax is intended only for the use of the person or office to which it is addressed and may contain information that is privileged, confidential, or protected by law. All others are hereby notified that the receipt of this fax does not waive any applicable privilege or exemption for disclosure and that any dissemination, distribution, or copying of this communication is prohibited. If you have received this fax in error, please notify this office immediately at the telephone number listed above.*

3.6. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/ subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

3.7. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

3.8. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

3.9. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

3.10. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

3.11. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

3.12. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

3.13. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

4.0. SECURITY INCIDENT INVESTIGATION:

4.1. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

4.2. To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

4.3. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

4.4. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

5.0. LIQUIDATED DAMAGES FOR DATA BREACH:

5.1. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

5.2. The contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

5.3. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- a. Nature of the event (loss, theft, unauthorized access);
- b. Description of the event, including:
 - (1) date of occurrence;
 - (2) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- c. Number of individuals affected or potentially affected;
- d. Names of individuals or groups affected or potentially affected;
- e. Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- f. Amount of time the data has been out of VA control;
- g. The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- h. Known misuses of data containing sensitive personal information, if any;
- i. Assessment of the potential harm to the affected individuals;
- j. Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
- k. Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

5.4. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 with a 3% increase per year per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- a. Notification;

- b. One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- c. Data breach analysis;
- d. Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- e. One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- f. Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

6.0. TRAINING:

6.1. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

- a. Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, relating to access to VA information and information systems;
- b. Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training;
- c. Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
- d. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access *[to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements]*.

6.2. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

6.3. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

APPENDIX C - BACKGROUND INVESTIGATIONS PROCESS

1.0. The following explains the current process for Background Investigations (BI) that are required for contractor personnel to have routine access to a facility and to authorize access to VA/Federally owned information systems. This applies to all contractor personnel performing services for the facility, including CBOC's (Community Based Outpatient Care). This must be completed prior to the start date. This is a federal law and is established under HSPD-12, FIPS Pub-201-1, EO 10450, and VA Directive 0710. **The process is specific and required beyond any additional agency credentialing and vetting processes.**

1.1. Contract employees shall wear agency identification badge as well as VA badge at all times while on the premises of the VAMC.

1.2. Contractor Security Requirements: Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

1.3 Contractor Security Investigation Requirements: Background Investigations (BI) that are required to give contractor personnel routine access to a facility and to authorize access to VA/Federally owned information systems. This is required of all contractor personnel performing services for the facility, including CBOC's (Community Based Outpatient Care). This must be completed prior to the start date.

1.3.1. This is a federal law and is established under HSPD-12, FIPS Pub-201-1, EO 10450, and VA Directive 0710. This process is specific and required beyond any additional agency credentialing and vetting processes.

1.3.2. Prior to commencing work, each contract employee, including any subcontract employees, must complete the following within five (5) business days of receiving this letter:

1.3.2.1. From the VHA Service Center (VSC) Human Resources website to obtain the most recent VSC Personnel Security Services Overview packet and other required forms (available under the "Security" heading): <https://vawww.osp.va.gov/>

1.3.2.2. The contractor point of contact (POC) shall submit completed Contract Security Services Request Form (Form #1A/B) that lists all contract employees, including any subcontract employees, who will be working on the contract (or task/delivery order) to the Contracting Officer. Do NOT e-mail a document containing social security numbers unless the email is encrypted or the form is password protected.

1.3.2.3. Each contractor employee listed on the Contract Security Services Request Form (Form #1A/B) must complete the Optional Form 306. Send completed forms to VSCSecurity@va.gov or fax to 216-447-8025.

1.3.2.4. Each contractor employee listed on the Contract Security Services Request Form (Form #1A/B) must take the Contractor/Employee Fingerprinting Request Form (Form #2) and two forms of ID to their nearest VA facility to have their fingerprints submitted and the form completed and submitted in accordance with the instructions on the form. It is imperative for each applicant to take a copy of the Contractor/Employee Fingerprinting Request Form (Form #2) to the fingerprinting facility as it determines which facility is billed for the fingerprint submission and where the results are sent. Contractors can contact the Contracting Officer's Technical Representative or local VA facility for assistance in scheduling an appointment. If a contractor employee is not located near a VA facility, he/she should contact VSC at VSCSecurity@va.gov for further instructions.

1.3.2.5. Each contractor employee listed on the Contract Security Services Request Form (Form #1A/B) must complete the PIV Sponsorship Form (Form #3) and submit it via encrypted e-mail to VSCSecurity@va.gov or fax to 216-447-8025.

1.3.2.6. As contract personnel are substituted and/or added to the contract (or task/delivery order), each individual must complete items 1-4 in this letter prior to commencing work.

1.3.2.7. Upon receipt of the screening decision from the VSC, the Contracting Officer will contact the contractor and determine when they can begin working.

1.3.2.8. Questions should be sent to VSCSecurity@va.gov.

1.4. Non US citizens will be required to submit a copy of their e-Verify record.

1.5. This contract requires a NACI level clearance. The NACI is a position sensitivity designation of low risk.

1.6. The Contractor shall complete Background Investigation applications, for all Contract Employees. Failure of the Contractor to provide a complete application may result in termination of the contract for cause.

1.7. All Contractor employees and subcontractors requiring access to VA computer networks are required to complete VA's Information Security and Privacy Awareness Training (ISPAT) training annually. The courses required are Privacy Policy (HIPPA) and VA ISPAT Training can be obtained from the Talent Management System at <https://www.tms.va.gov/plateau/user/login.jsp>. Documented proof in the form of a certificate must be provided to the Contracting Officer.

1.8. The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract, and at the request of the VA, submit another employee for consideration.

1.9. The contractor will notify the COR immediately when their employee(s) no longer require(s) access to VA computer systems.

1.10. Failure to complete the background Investigation process will result in possible termination of access. Any second BI request will require payment of the fees associated with reinitiating the NACI process from the Contractor.

APPENDIX D - CONTRACTOR RULES OF BEHAVIOR

This User Agreement contains rights and authorizations regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the Department of Veterans Affairs (VA). This User Agreement covers my access to all VA data whether electronic or hard copy ("Data"), VA information systems and resources ("Systems"), and VA sites ("Sites"). This User Agreement incorporates Rules of Behavior for using VA, and other information systems and resources under the contract.

1.0. GENERAL TERMS AND CONDITIONS FOR ALL ACTIONS AND ACTIVITIES UNDER THE CONTRACT:

- a. I understand and agree that I have no reasonable expectation of privacy in accessing or using any VA, or other Federal Government information systems.
- b. I consent to reviews and actions by the Office of Information & Technology (OI&T) staff designated and authorized by the VA Chief Information Officer (CIO) and to the VA OIG regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA. These actions may include monitoring, recording, copying, inspecting, restricting access, blocking, tracking, and disclosing to all authorized OI&T, VA, and law enforcement personnel as directed by the VA CIO without my prior consent or notification.
- c. I consent to reviews and actions by authorized VA systems administrators and Information Security Officers solely for protection of the VA infrastructure, including, but not limited to monitoring, recording, auditing, inspecting, investigating, restricting access, blocking, tracking, disclosing to authorized personnel, or any other authorized actions by all authorized OI&T, VA, and law enforcement personnel.
- d. I understand and accept that unauthorized attempts or acts to access, upload, change, or delete information on Federal Government systems; modify Federal government systems; deny access to Federal government systems; accrue resources for unauthorized use on Federal government systems; or otherwise misuse Federal government systems or resources are prohibited.
- e. I understand that such unauthorized attempts or acts are subject to action that may result in criminal, civil, or administrative penalties. This includes penalties for violations of Federal laws including, but not limited to, 18 U.S.C. §1030 (fraud and related activity in connection with computers) and 18 U.S.C. §2701 (unlawful access to stored communications).
- f. I agree that OI&T staff, in the course of obtaining access to information or systems on my behalf for performance under the contract, may provide information about me
- g. including, but not limited to, appropriate unique personal identifiers such as date of birth and social security number to other system administrators, Information Security Officers (ISOs), or other authorized staff without further notifying me or obtaining additional written or verbal permission from me.
- h. I understand I must comply with VA's security and data privacy directives and handbooks. I understand that copies of those directives and handbooks can be obtained from the Contracting Officer's Technical Representative (COR). If the contractor believes the policies and guidance provided by the COR is a material unilateral change to the contract, the contractor must elevate such concerns to the Contracting Officer for resolution.
- i. I will report suspected or identified information security/privacy incidents to the COR and to the local ISO or Privacy Officer as appropriate.

2.0. GENERAL RULES OF BEHAVIOR:

a. Rules of Behavior are part of a comprehensive program to provide complete information security. These rules establish standards of behavior in recognition of the fact that knowledgeable users are the foundation of a successful security program. Users must understand that taking personal responsibility for the security of their computer and the information it contains is an essential part of their job.

b. The following rules apply to all VA contractors. I agree to:

(1) Follow established procedures for requesting, accessing, and closing user accounts and access. I will not request or obtain access beyond what is normally granted to users or by what is outlined in the contract.

(2) Use only systems, software, databases, and data which I am authorized to use, including any copyright restrictions.

(3) I will not use other equipment (OE) (non-contractor owned) for the storage, transfer, or processing of VA sensitive information without a VA CIO approved waiver, unless it has been reviewed and approved by local management and is included in the language of the contract. If authorized to use OE IT equipment, I must ensure that the system meets all applicable 6500 Handbook requirements for OE.

(4) Not use my position of trust and access rights to exploit system controls or access information for any reason other than in the performance of the contract.

(5) Not attempt to override or disable security, technical, or management controls unless expressly permitted to do so as an explicit requirement under the contract or at the direction of the COR or ISO. If I am allowed or required to have a local administrator account on a government-owned computer, that local administrative account does not confer me unrestricted access or use, nor the authority to bypass security or other controls except as expressly permitted by the VA CIO or CIO's designee.

(6) Contractors' use of systems, information, or sites is strictly limited to fulfill the terms of the contract. I understand no personal use is authorized. I will only use other Federal government information systems as expressly authorized by the terms of those systems. I accept that the restrictions under ethics regulations and criminal law still apply.

(7) Grant access to systems and information only to those who have an official need to know.

(8) Protect passwords from access by other individuals.

(9) Create and change passwords in accordance with VA Handbook 6500 on systems and any devices protecting VA information as well as the rules of behavior and security settings for the particular system in question.

(10) Protect information and systems from unauthorized disclosure, use, modification, or destruction. I will only use encryption that is FIPS 140-2 validated to safeguard VA sensitive information, both safeguarding VA sensitive information in storage and in transit regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA. Follow VA Handbook 6500.1, *Electronic Media Sanitization* to protect VA information. I will contact the COR for policies and guidance on complying with this requirement and will follow the COR's orders.

(11) Ensure that the COR has previously approved VA information for public dissemination, including e-mail

communications outside of the VA as appropriate. I will not make any unauthorized disclosure of any VA sensitive information through the use of any means of communication including but not limited to e-mail, instant messaging, online chat, and web bulletin boards or logs.

(12) Not host, set up, administer, or run an Internet server related to my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA unless explicitly authorized under the contract or in writing by the COR.

(13) Protect government property from theft, destruction, or misuse. I will follow VA directives and handbooks on handling Federal government IT equipment, information, and systems. I will not take VA sensitive information from the workplace without authorization from the COR.

(14) Only use anti-virus software, antispyware, and firewall/intrusion detection software authorized by VA. I will contact the COR for policies and guidance on complying with this requirement and will follow the COR's orders regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with VA.

(15) Not disable or degrade the standard anti-virus software, antispyware, and/or firewall/intrusion detection software on the computer I use to access and use information assets or resources associated with my performance of services under the contract terms with VA. I will report anti-virus, antispyware, firewall or intrusion detection software errors, or significant alert messages to the COR.

(16) Understand that restoration of service of any VA system is a concern of all users of the system.

(17) Complete required information security and privacy training, and complete required training for the particular systems to which I require access.

3.0. ADDITIONAL CONDITIONS FOR USE OF NON- VA INFORMATION TECHNOLOGY RESOURCES:

a. When required to complete work under the contract, I will directly connect to the VA network whenever possible. If a direct connection to the VA network is not possible, then I will use VA approved remote access software and services.

b. Remote access to non-public VA information technology resources is prohibited from publicly-available IT computers, such as remotely connecting to the internal VA network from computers in a public library.

c. I will not have both a VA network line and any kind of non-VA network line including a wireless network card, modem with phone line, or other network device physically connected to my computer at the same time, unless the dual connection is explicitly authorized by the COR.

d. I understand that I may not obviate or evade my responsibility to adhere to VA security requirements by subcontracting any work under any given contract or agreement with VA, and that any subcontractor(s) I engage shall likewise be bound by the same security requirements and penalties for violating the same.

4.0. STATEMENT ON LITIGATION:

This User Agreement does not and should not be relied upon to create any other right or benefit, substantive or procedural, enforceable by law, by a party to litigation with the United States Government.

5.0. ACKNOWLEDGEMENT AND ACCEPTANCE

I acknowledge receipt of this User Agreement. I understand and accept all terms and conditions of this User Agreement, and I will comply with the terms and conditions of this agreement and any additional VA warning banners, directives, handbooks, notices, or directions regarding access to or use of information systems or information. The terms and conditions of this document do not supersede the terms and conditions of the signatory's employer and VA.

Print or Type Full Name

Signature

Contractor Employee Company

Position Title

Office Phone Number

APPENDIX E - CONTRACTOR EMPLOYEES LEGAL STATUS

1.0. The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals;

2.0. While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States.

3.0. If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.

4.0. The Contractor agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.

B.3 Price/Cost Schedule

Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED MAX QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Contract Period: Base POP Begin: 07-01-2014 POP End: 09/30/2014 The contractor shall provide SSEP/EMG Monitoring in accordance with the attached Performance Work Statement (PWS)	Est 30.00	HRS		
1001	Contract Period: Option 1 POP Begin: 10-01-2014 POP End: 09-30-2015 The contractor shall provide SSEP/EMG Monitoring in accordance with the attached Performance Work Statement (PWS)	Est 208.00	HRS		
2001	Contract Period: Option 2 POP Begin: 10-01-2015 POP End: 09-30-2016 The contractor shall provide SSEP/EMG Monitoring in accordance with the attached Performance Work Statement (PWS)	Est 208.00	HRS		
3001	Contract Period: Option 3 POP Begin: 10-01-2016 POP End: 09-30-2017 The contractor shall provide SSEP/EMG Monitoring in accordance with the attached Performance Work Statement (PWS)	Est 208.00	HRS		
4001	Contract Period: Option 4 POP Begin: 10-01-2017 POP End: 09-30-2018 The contractor shall provide SSEP/EMG	Est 208.00	HRS		

Monitoring in accordance
with the attached
Performance Work
Statement (PWS)

GRAND TOTAL _____

B.4 Delivery Schedule

ITEM NUMBER		ESTIMATED MAX QUANTITY	DELIVERY DATE
0001	SHIP TO: Department of Veteran Affairs Portland VA Medical Center 3710 SW US Veterans Hospital Road Portland ,OR 97239	Est 30.00	07/01/2014 - 09/30/2014
1001	SHIP TO: Department of Veteran Affairs Portland VA Medical Center 3710 SW US Veterans Hospital Road Portland ,OR 97239	Est 208.00	10/01/2014 - 09/30/2015
2001	SHIP TO: Department of Veteran Affairs Portland VA Medical Center 3710 SW US Veterans Hospital Road Portland ,OR 97239	Est 208.00	10/01/2015 - 09/30/2016
3001	SHIP TO: Department of Veteran Affairs Portland VA Medical Center 3710 SW US Veterans Hospital Road Portland ,OR 97239	Est 208.00	10/01/2016 - 09/30/2017
4001	SHIP TO: Department of Veteran Affairs Portland VA Medical Center 3710 SW US Veterans Hospital Road Portland ,OR 97239	Est 208.00	10/01/2017 - 09/30/2018

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (SEP 2013)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (JUL 2010) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

☐ (ii) Alternate I (June 2003) of 52.219-23.

☐ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

☐ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

☒ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

☒ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

☒ (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☐ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (41) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (42)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAR 2012) of 52.225-3.

☐ (iii) Alternate II (MAR 2012) of 52.225-3.

☐ (iv) Alternate III (NOV 2012) of 52.225-3.

☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[] (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X] (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

[] (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[] (52) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

[] (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[] (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[] (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 July 2014 (and all corresponding option year dates) through 30 Sept 2014 (and all corresponding option year dates).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 1.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$5,000;
 - (2) Any order for a combination of items in excess of \$5,000; or
 - (3) A series of orders from the same ordering office within Seven (7) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.5 52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 Sept 2014 (and all corresponding option year dates)..

(End of Clause)

C.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 30 Sept 2014 (and all corresponding option year dates)..

(End of Clause)

C.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

C.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six(6) months.

(End of Clause)

C.9 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 Sept 2014 (and all corresponding option year dates).. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 Sept 2014 (and all corresponding option year dates)., until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.10 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of Clause)

C.11 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.12 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

C.13 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on

the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

C.14 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)

(a) It is expressly agreed and understood that this is a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: * _____. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

* Amounts are listed below:

(b) An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all health- care providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical liability insurance required by paragraph (a) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance.

(c) The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. Certificates or policies shall be provided for the Contractor and/or each health- care provider who will perform under this contract.

(d) The Contractor shall notify the Contracting Officer if it, or any of the health-care providers performing under this contract, change insurance providers during the performance period of this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for health-care services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph (a) of this clause.

* Amounts from paragraph (a) above:

\$1,000,000 per occurrence, \$3,000,000.00 in aggregate.

(End of Clause)

C.15 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.16 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Washington and Oregon. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.17 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1. QUALITY ASSURANCE SURVEILLANCE PLAN

INTRAOPERATIVE NEUROPHYSIOLOGIC MONITORING SERVICES

For the

PORTLAND VA MEDICAL CENTER

1.0. PURPOSE: This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored.
- How monitoring will take place.
- Who will conduct the monitoring.
- How monitoring efforts and results will be documented.

1.1. This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

1.2. This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor through contract modification. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

2.0. GOVERNMENT ROLES AND RESPONSIBILITIES: The following personnel shall oversee and coordinate surveillance activities.

2.1. Contracting Officer (CO) – The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Assigned CO: Paul Richardson

Organization or Agency: VAMC VISN 20

2.2. Contracting Officer's Representative (COR) – The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

Assigned COR: Volio Kesic

2.3. Organization or Agency: research Assistant

3.0. CONTRACTOR REPRESENTATIVES:

The following employee(s) of the contractor serve as the contractor's program manager(s) for this contract.

Primary: Volio Kesic

4.0. PERFORMANCE STANDARDS:

4.1. The contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance standards outlined in this QASP shall be used to determine the level of contractor performance in the elements defined.

Performance standards define desired services. The Government performs surveillance to determine the level of Contractor performance to these standards.

4.2. The Performance Requirements are listed below in Section 6. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the contractor on the contract.

5.0. INCENTIVES/DEDUCTS: The Government shall use past performance and withholding of payment as incentives. Incentives shall be based on ratings received on the performance standards (Inclusion of any monetary incentives requires approval through the Department's SPE). None

6.0. METHODS OF QA SURVEILLANCE: Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.

6.1. Direct Observation: 100% surveillance: Provide real time interpretation of the EP recordings and continuous electro-diagnostic monitoring feedback about the patient's condition to the neurosurgeon in the OR.

6.2. . Periodic Inspection: Inspections scheduled and reported quarterly per COR delegation or as needed.

6.3. Validated User/Customer Complaints:

6.4. Random Sampling: Not used

6.5. Verification and/or documentation provided by Contractor.

Measures	PWS Reference	Performance Requirement	Standard	Accept able Quality Level	Surveillance Method	Incentive/ Disincentive
1 – Real time interpretations	PWS # 2.13	Provide real time interpretations of the EP recordings	Must provide monitoring feedback about the patient's condition to the neurosurgeon in the OR	100%	100% surveillance	Past Performance Rating/
2 – Equipment Conditions	PWS # 2.16	The Contractor shall acquire, maintain and provide in good working order the dedicated equipment, technology and software required for the Clinical Neurophysiologist and Surgeon to provide Monitoring Services.	Equipment must be operable during surgery. Feedback must be provided to the neurosurgeon in the OR.	95%	100% surveillance	Past Performance Rating/
3 – Availability	PWS # 2.1	Contractor will be available for scheduled and non- schedule services	Contractor will be available for normal hours 7 AM – 5 PM. Contractor shall respond to an emergency procedure within 30 minutes for life/organ threatening situations and 2 hours for non- life/organ threatening situations.	95%	Encounters will be pulled weekly and checked for completion	Past Performance Rating/ Withholding of Payments

7.0. RATINGS: Metrics and methods are designed to determine rating for a given standard and acceptable quality level. The following ratings shall be used:

EXCEPTIONAL:	<p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</p> <p>Note: To justify an Exceptional rating, you should identify <u>multiple</u> significant events in each category and state how it was a benefit to the GOVERNMENT. However a singular event could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.</p>
VERY GOOD:	<p>Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.</p> <p>Note: To justify a Very Good rating, you should identify a significant event in each category and state how it was a benefit to the GOVERNMENT. Also there should have been NO significant weaknesses identified.</p>
SATISFACTORY:	<p>Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p>Note: To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. Also there should have been NO significant weaknesses identified.</p>
MARGINAL:	<p>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p>Note: To justify Marginal performance, you should identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., Management, Quality, Safety or Environmental Deficiency Report or letter).</p>
UNSATISFACTORY:	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p>Note: To justify an Unsatisfactory rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. Management, Quality, Safety or Environmental Deficiency Reports, or letters).</p>

8.0. DOCUMENTING PERFORMANCE:

8.1. The Government shall document positive and/or negative performance. Any report may become a part of the supporting documentation for any contractual action and preparing annual past performance using Contractor Performance Assessment Report (CPAR).

8.2. If contractor performance does not meet the Acceptable Quality level, the CO shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the CO shall document the discussion and place it in the contract file. When the CO determines formal written communication is required, the CO shall prepare a Contract Discrepancy Report (CDR), and present it to the contractor's program manager.

8.3. The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the CO. The Government shall review the contractor's corrective action plan to determine acceptability. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance and the acceptability of the Contractor's corrective action plan.

8.4. Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO.

9.0. Frequency of Measurement:

9.1. Frequency of Measurement: The frequency of measurement is defined in the contract or otherwise in this document. The government (COR or CO) will periodically analyze whether the negotiated frequency of surveillance is appropriate for the work being performed.

9.2. Frequency of Performance Reporting: The COR shall communicate with the Contractor and will provide written reports to the Contracting Officer quarterly (or as outlined in the contract or COR delegation) to review Contractor performance.

10.0. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

COR NAME/TITLE

DATE

SIGNED:

CONTRATOR NAME/TITLE

DATE

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- I. Executed Request for Quotations
- II. Price
- III. Factors (Subfactors 1-2 are all equally weighted)
- IV. Past Performance

Factors and past performance, when combined, are significantly more important than price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, emailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

ADDENDUM TO 52.212-2:

Basis of Selection

BASIS OF SELECTION

INTRAOPERATIVE NEUROPHYSIOLOGIC MONITORING SERVICES

For the

PORTLAND VA MEDICAL CENTER

1. **Contract Type:** This solicitation will result in the award of a contract with estimated quantities. The Government intends to select one contractor for the subject solicitation. Please note the following changes, clarifications, or additions to the terms in various provisions and clauses included in this solicitation.
2. **Responsive and Responsible:** This will be a best value negotiated acquisition based on trade-offs of evaluation factors. A single offeror will be selected who is deemed responsive and responsible in accordance with the Federal Acquisition Regulation (FAR) 9.104-1, whose offer conforms to the RFQ's requirements and who has acceptable or neutral past performance. Partial offers will not be accepted; to be eligible for award, offerors must be able to provide the total scope of services required in the Performance Work Statement for the Portland VAMC.
3. **Options:** The Government will evaluate the submitted offer for selection purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
4. **Firm Fixed-Price:** A written notice of award or acceptance of an offer, emailed or otherwise, furnished to the successful offeror within the time for acceptance specified in the solicitation, shall result in an award without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
5. **SAM Registration:** Offeror must be registered in the System for Acquisition Management. No contract will be entered into with an unregistered contractor. Internet access allows you to register by completing an electronic on-line registration application at the following website address: <https://www.sam.gov/portal/public/SAM/> . On-line Representations and Certifications (ORCA) may also be filled out at this website.
6. **Quotations Preparation Instructions:**

6.1.1 EVALUATION FACTORS AND CRITERIA:

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The factors are in descending order of importance below;

Part I: Executed Request for Quotations

Part II: Price

Part III: Factors (Subfactors 1-2 are all equally weighted)

Part IV: Past Performance

6.1.2. Part I - Executed Request for Quotations: Requires the offeror to complete blocks 17a, 17b, 30a, 30b and 30c. Complete all necessary fill-ins and certifications concerning – Offeror Representations and Certifications at FAR Clause 52.212-3 and acknowledgement of amendments issued (may be done online-see paragraph 5 above). The form, Contractor Employees Legal Status (page 24) shall also be signed and submitted with the offeror's quotations.

6.1.3 Part II - Price: Insert proposed pricing in the table located on pages 26 through 32. Note that quantity amounts are estimated based on historical records, but do not guarantee the Contractor that services in these amounts will be ordered.

6.1.4 Part III - Factors:

Subfactors 1-2 are all equally weighted

6.1.4.1. Subfactor 1: **Services Management Plan:** The offeror shall describe its management plan to ensure that the plan demonstrates how the Contractor is organized to provide the required services in a timely and cost-effective manner to the Government and VA client patients. Plan shall address the offeror's 1) ability to meet timeliness and quality care requirements; 2) ability to provide qualified Neuromonitoring personnel as required; 3) ability to coordinate care with the VA and its patients; 4) ability to meet the requirements specified in the Performance Work Statement; and 5) ability of contractor personnel to be credentialed and privileged to provide services as the inpatient service provider.

6.1.4.2. Subfactor 2: **Quality Control Plan:** The offeror shall describe its Quality control plan to ensure that the plan demonstrates how the Contractor is organized in guaranteeing the quality of the services they will provide under this agreement.

6.1.5. Part IV: - Past Performance: Past performance will be reviewed to assure that the offeror has relevant and successful experience.

6.1.5.1 The government shall review past performance data in the Past Performance data in the Past Performance Retrieval System (PPIRS)

6.1.5.2 If the contractor has no past performance that they will receive a neutral rating.

E.2 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mark Erickson
Contracting Officer

Hand-Carried Address:
Department of Veterans Affairs
Network Contracting Office 20
1495 Wilmington Drive, Suite 360
Dupont WA 98327

Mailing Address:

Department of Veterans Affairs
Network Contracting Office 20
1495 Wilmington Drive, Suite 360
Dupont WA 98327

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.3 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the offeror's performance of work under the contract may provide the contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

(b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer, or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(End of Provision)

E.4 852.216-70 Estimated Quantities.

As it is impossible to determine the exact quantities that will be required during the contract term, each bidder whose bid is accepted wholly or in part will be required to deliver all articles or services that may be ordered during the contract term, except as he/she otherwise indicates in his/her bid and except as otherwise provided herein. Bids will be considered if made with the proviso that the total quantities delivered shall not exceed a certain specified quantity. Bids offering less than 75 percent of the estimated requirement or which provide that the Government shall guarantee any definite quantity, will not be considered. The fact that quantities are estimated shall not relieve the contractor from filling all orders placed under this contract to the extent of his/her obligation. Also, the

Department of Veterans Affairs shall not be relieved of its obligation to order from the contractor all articles or services that may, in the judgment of the ordering officer, be needed except that in the public exigency procurement may be made without regard to this contract.

(End of Clause)

E.5 VAAR 852.273-70 LATE OFFERS (JAN 2003)

This provision replaces paragraph (f) of FAR provision 52.212-1. Offers or modifications of offers received after the time set forth in a request for quotations or request for proposals may be considered, at the discretion of the contracting officer, if determined to be in the best interest of the Government. Late bids submitted in response to an invitation for bid (IFB) will not be considered.

(End of Provision)

E.6 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)